

Regular Session, May 21, 2012, 7:00 p.m.  
Catawba County Board of Commissioners

**Appointments**

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The Catawba County Board of Commissioners met in regular session on Monday, May 21, 2012 at 7:00 p.m. in the Robert E. Hibbitts Meeting Room of the 1924 Courthouse, 30 North College Avenue, Newton, North Carolina.

Present were Chair Katherine W. Barnes, Vice-Chair Lynn M. Lail and Commissioners Dan A. Hunsucker, Barbara G. Beatty and Randy Isenhower.

Also present were County Manager J. Thomas Lundy, Assistant County Manager Dewey Harris, Assistant County Manager Mary Furtado, County Attorney Debra Bechtel and County Clerk Barbara Morris.

1. Chair Katherine W. Barnes called the meeting to order at 7:00 p.m.
2. Chair Barnes led the Pledge of Allegiance to the Flag.
3. Vice-Chair Lynn M. Lail offered the invocation.
4. Commissioner Dan Hunsucker made a motion to approve the minutes from the Board's Regular Meeting and Closed Session of May 7, 2012. The motion carried unanimously.
5. Recognition of Special Guests: Chair Barnes welcomed everyone present and recognized Helen Bledsoe and Anthony Borg, graduates of the Catawba County University, a two night course in county government for citizens. Ten people took the course on April 24 and 26, 2012, during which they learned about the council/manager form of government used by the County, public safety and law enforcement, Social Services, Public Health, economic development and job creation, recycling and the County's other green initiatives, and the budget creation process. Participants, in addition to Helen Bledsoe and, Anthony Borg were Richard Borg, Lisa Carroll, Al King, Sylvia King, Jimmy Martin, Clara Mathe', Dorothy Nurminen and Kimberly Turner.

Chair Barnes also recognized students present from Bandys High School AP Government Class.

6. Public Comments for Items Not on the Agenda: None.

7. Appointments:  
Vice-Chair Lail recommended the appointment of Brian Lutz to fill an unexpired term in an alternate position on the Catawba County Planning Board. Mr. Lutz's term will expire December 31, 2014. This recommendation came in the form of a motion, which carried unanimously.
8. Departmental Reports:
  - A. Juvenile Crime Prevention Council:  
Budget Manager Jennifer Mace presented a request for the Board to approve the 2012-2013 Annual Plan for the Catawba County Juvenile Crime Prevention Council (JCPC), as recommended by the JCPC and the Catawba County Budget Manager, in keeping with the priorities approved by the Board in December 2011. The JCPC is an organization established by the State of North Carolina's Department of Juvenile Justice. Membership is determined mostly by the State statute establishing the JCPC. Representatives are those involved with youth. The Council exists to identify risks to youth in the community, prevent crime among at-risk youth, review court data and identify needed programs to provide intervention and prevention. Funding is allocated by the State through the Department of Juvenile Justice and Delinquency Prevention Program, then is distributed to the County, and then to programs. Every year, there is a process the JCPC must follow that begins with prioritizing risks and needs, with the final step being approval of a funding plan. The priorities are determined in the fall and early winter, with approval of the funding plan occurring in the spring. The Council identifies risk factors based on court data and develops a list of priorities to address these risk factors. The Board of Commissioners is then asked to approve the priorities, which it did in December 2011. The JCPC then advertises for programs to submit proposals to address risk factors. Responses are reviewed and a funding plan is recommended, which is subject to the State of North Carolina budget. The funding plan does not require any Catawba County funding. County Manager J. Thomas Lundy clarified that the Parenting Network, one of the funded programs, will no longer have Catawba County Schools as its fiscal agent, effective July 1, 2012. JCPC funds may only be distributed to government agencies or non-profits with 501(c)3 status. The Parenting Network is in the process of obtaining this classification but may not have it completed by July 1<sup>st</sup>. Commissioner Hunsucker made a motion to approve the Annual plan and authorize the Chair to approve a change in the fiscal agent for the Parenting Network program with no further Board action. The motion carried unanimously.
  - B. Planning, Parks and Development
    1. Planning, Parks and Development Director Jacky Eubanks presented a request for the Board to adopt documents necessary to accept a 2012 Community Development Block Grant (CDBG), NC Tomorrow Initiative Project. The Western Piedmont Council of Governments (WPCOG) applied for a grant in October 2011, which established Catawba County as the regional lead for the NC Tomorrow Initiative. Catawba County was awarded a \$50,000 grant from the North Carolina Department of Commerce on February 6, 2012. The purpose of the project is to work with all communities across North Carolina to build a state-wide economic development strategy. The initiative will be grounded in the needs of each local community, building up to the regional and state-wide level, with the ultimate outcome being a state-wide economic development plan. It has been twenty years since the last state-wide Economic Development Planning Process was initiated. To administer these funds, the County must adopt a Project Budget Ordinance, an agreement with the WPCOG for administration of the grant, and a WPCOG Sub-recipient Agreement, which were adopted by the Board. Vice-Chair Lail made a motion to adopt the Project Budget Ordinance, the Western Piedmont Council of Governments (WPCOG) Agreement for Administration and the WPCOG Sub-recipient Agreement. The motion carried unanimously. The following documents apply:

**ORDINANCE#\_\_\_\_\_**

**CATAWBA COUNTY'S PROJECT BUDGET ORDINANCE  
FOR THE 2011 CDBG NC TOMORROW INITIATIVE**

Be it ordained by the County Commissioners of Catawba County that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted.

Section 1. The project authorized is the Community Development Project described in the work statement contained in the Grant Agreement (11-C-2273) between this unit and the Department of Commerce. This project is more familiarly known as the 2011 Catawba County NC Tomorrow Grant.

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the Department of Commerce, and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete this project:

<u>Revenues</u>	
Community Development Block Grant	\$ 50,000.00

Section 4. The following amounts are appropriated for the project:

<u>Expenditures</u>	
Planning-Project Implementation (CDBG)	\$ 45,000.00
Administration (CDBG)	<u>\$ 5,000.00</u>
	\$ 50,000.00

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement(s) and federal and state regulations.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this Board.

Section 9. Copies of this grant project ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this the \_\_\_\_th day of May, 2012.

AGREEMENT BETWEEN THE  
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND  
CATAWBA COUNTY  
FOR THE PROVISION OF  
GRANT MANAGEMENT ASSISTANCE:  
CATAWBA COUNTY NC TOMORROW INITIATIVE CDBG PROJECT  
MAY 21, 2012 – DECEMBER 31, 2012

This AGREEMENT, entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and Catawba County, North Carolina (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Planning Agency on May 17, 1972. Technical assistance

shall consist of the provision of services as described in Attachment A, which is herein made a part of this Contract;

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to the Local Government; and

WHEREAS, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel.** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.
2. **Travel/Printing.** The Local Government will pay for expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio.

The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency.

3. **Compensation.** The Local Government will pay the Planning Agency an amount not to exceed \$5,000 (five thousand dollars) for the satisfactory performance of all services related to administration of the project as defined in the attached Scope of Services. Planning Agency personnel will keep an accurate record of time spent, which will serve as the basis for the amount charged to the Local Government per month. The Local Government will reimburse the Planning Agency monthly at a rate per hour for each of the personnel involved, which includes the salary, fringe benefits, travel and indirect costs, plus travel and other approved expenses.

All other costs associated with the administration of the CDBG grant will be expended from the grant administration allowance budgeted for the Local Government. Such expenses shall not be incurred without prior approval of the Local Government.

It is expressly understood and agreed that total compensation shall not exceed the maximum sum specified without prior approval of both agencies.

4. **Termination/Modifications.** The Local Government may terminate this Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written approval of the other.
5. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning May 21, 2012 and ending December 31, 2012.
6. **Key Personnel.** The Planning Agency shall not substitute key personnel assigned to the performance of this contract without prior written approval by the County and the grantor agency, the North Carolina Department of Commerce. Individuals designated as key personnel for purposes of this contract are those specified in the Planning Agency's proposal.
7. **Subcontracting.** Work proposed to be performed under this contract by the Planning Agency or its employees shall not be subcontracted without prior written approval by the Agency's Contract Administrator and the grantor agency, the North Carolina Department of

Commerce. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.

8. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
9. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
10. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
11. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified disabled person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
12. **Access to Records and Record Retainage.** All official project records and documents must be maintained during the operation of this project and for a period of three years following closeout, in compliance with 15 NCAC 13L Rule .0911, Recordkeeping. The NC Department of Economic and Community Development, US Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Planning Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions in compliance with 15 NCAC 13L Rule .0911, Recordkeeping.
13. **Liquidated Damages Clause.** If the project fails to be carried out within the time frame outlined in the administrative proposal due to activities attributed to the Planning Agency, the Local Government may assess the Planning Agency a sum in the amount of \$50 per week for any subsequent weeks until completion.
14. **Termination of Agreement for Cause.** If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or violate any of the covenants, conditions, or stipulations of this Agreement, the Local Government shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared under this Agreement shall, at the option of the Local Government, become its property, and the Planning Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in direct proportion to the extent of services actually completed.

15. **Grantee Assurances.** In the performance of this Agreement, the Planning Agency shall comply with all applicable federal rules and procedures outlined on the attached pages as E.O. 11246 Clause, the Section 3 Clause and Lobbying Clause (Attachments B,C and D).

IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this Agreement as of the date first above written.

**Catawba County  
Legally Binding Commitment  
Subrecipient Agreement  
May 21, 2012 – December 31, 2012**

This AGREEMENT, made and entered into this \_\_\_\_ day of May, 2012 , by and among the Western Piedmont Council of Governments, a North Carolina Organization, hereinafter referred to as "WPCOG" and the County of Catawba, a body politic and corporate of the State of North Carolina, hereinafter referred to as "County". This Agreement shall not become effective until all conditions placed upon the County's funding approval are satisfied, and funds are released by the North Carolina Department of Commerce, Community Investment and Assistance, hereinafter referred to as ("CI").

**WITNESSETH:**

WHEREAS, County has applied for and received a North Carolina Community Development Block Grant (CDBG) NC Tomorrow funds in the amount of \$50,000 from CI. The purpose of this grant is to conduct a planning process to identify economic development needs and build a state-wide plan that reflects local needs; and

WHEREAS, the Western Piedmont Council of Governments is an organization that provides regional planning services to Alexander, Burke, Caldwell and Catawba Counties, and agrees to cooperate in the conduct and operation of this Agreement subject to the terms, conditions and considerations contained in this Agreement and the amended project Grant Agreement and Funding Approval between the County and CI; and

WHEREAS, Release of CDBG 11-C-2273 Grant funds is contingent upon provision of a legally binding commitment between the County and the WPCOG establishing commitments from both parties related to the project grant agreement and funding approval, and particularly, defining organization's specific commitment to utilize CDBG funds to enable the County to become more competitive, successful and ready for prosperous growth.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, the parties hereto do agree as follows:

1. The County agrees to execute its responsibilities identified in the County's approved Community Development Block Grant Application to CI dated October 17, 2011, hereinafter referred to as the CDBG Application. The CDBG Application is incorporated by reference as if fully set forth herein, and constitutes a part of this Agreement. In executing its responsibilities identified in the CDBG Application, the County agrees to comply with all applicable laws and regulations set forth in 25 CFR Part 570 or referred to in 4 N.C. Admin. Code 19L, including but limited to, .1006 procurement laws and regulations set forth or referred to in 4 N.C. Admin. Code 19L, among others.

2. The County agrees to execute its responsibilities identified in its CDBG Application to CI dated October 17, 2011, and within the times set forth therein. The County also agrees to meet project deliverables as outlined in the Grant Agreement and Funding Approval.
3. The County agrees to provide CDBG grant funds to the Western Piedmont Council of Governments in the amount of \$45,000. This grant will be used by the Western Piedmont Council of Governments to undertake activities, including but not limited to the following:
  - Sustainability Planning
  - Regional meetings
  - Data collection
4. Each party shall keep and maintain books, records and other documents relating to the receipt and disbursement of grant funds and the fulfillment of this Agreement.
5. Each party agrees that any authorized representative of the County, CI, the United States Department of Housing and Urban Development, the Comptroller General of the United States shall, or other entity at reasonable times, have access to and the right to inspect, copy, examine and audit all of the books, records and other documents relating to the CDBG Grant and the fulfillment of this Agreement for a period of three (3) years following completion of all close-out procedures respecting the Amended CDBG Grant and the final settlement and conclusion of all issues arising out of the Community Development Project.
6. Notwithstanding anything herein to the contrary, the parties hereto acknowledge the due execution of an Amended CDBG Agreement between the County and CI. The Amended CDBG Agreement is incorporated by reference as though fully set forth herein, and constitutes a part of this Agreement. The parties to this Agreement agree that any conflict between provisions, requirements, duties, or obligations of this Agreement and the CDBG Agreement shall be resolved in favor of the CDBG Agreement.
7. Each party shall follow requirements of 24 CFR Part 570.504, Program Income. At the end of the program year, remittance of all or part of any program income balances held by the subrecipient shall be returned to the County.
8. WPCOG shall comply with all applicable uniform administrative requirements, as described in 24 CFR Part 570.502.
9. WPCOG shall carry out each activity in compliance with all Federal laws and regulations, unless excepted.
10. In accordance with 24 CFR Part 85.43, suspension or termination may occur if WPCOG materially fails to comply with any term of the award, and that award may be terminated for convenience in accordance with 24 CFR Part 85.44.
11. Upon the expiration of this agreement, WPCOG shall transfer to the recipient any Amended CDBG funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under WPCOG's control that was acquired or improved in whole or in part with CDBG funds is to conform with 4 NCAC 19 L .0909.

12. This Agreement constitutes a legally enforceable contract, and shall be governed by and construed in accordance with the laws of the State of North Carolina.

2. Planning, Parks and Development Director Jacky Eubanks presented a request for the Board to authorize the Board Chair to execute reciprocal easement agreements between Catawba County and several property owners along Bakers Mountain Road. In recent months, the County has approached several citizens who own property along Bakers Mountain Road, opposite Bakers Mountain Park, requesting their participation in reciprocal easement agreements with the County. The purpose of these easement agreements is to clarify the location of Bakers Mountain Road and the associated right-of-way, to clarify the property owners' existing access rights.

These agreements will provide the County with access to the owners' properties for the purpose of future installation of sewer, water and utility services. A survey, done by Darrin L. Reid Surveying and Planning, depicts the location of the road and property boundaries. Surveys will be attached to each easement and recorded in the Register of Deeds Office. Four of five property owners to whom agreements were delivered have signed and returned their agreements to the County, as follows: Jeffrey A. and Stephanie H. Roberts, Robert Harold Conley, Jr. and Cathy W. Conley, Lucas J. and Krista K. Conley, Bishop Peter J. Jugis, on behalf of the Roman Catholic Diocese of Charlotte.

Mr. Tom Long of Long Communications, which operates WHKY transmitters at the top of Bakers Mountain Road, voiced his concerns regarding the effects the easements would have on the maintenance and security of this private road. Commissioner Randy Isenhower clarified that the easement agreements and the accompanying surveys did not affect the actual road or the maintenance of the road, but just clarified the actual location of the road and the associated right-of-way. Commissioner Isenhower made a motion to execute the Reciprocal Easement Agreements. The motion carried unanimously. The following is one such agreement:

#### **RECIPROCAL EASEMENT AGREEMENT**

**THIS RECIPROCAL EASEMENT AGREEMENT** is made and entered into this 5

day of

2012 by and between **CATAWBA COUNTY**, a body politic, corporate in nature, or governmental agency existing by virtue of the laws of the State of North Carolina, having a mailing address of Post Office Box 389, Newton, North Carolina 28658, hereinafter referred to as "County" and Jeffrey A. Roberts and wife, Stephanie H. Roberts, having a mailing address of 1015 Cape Hickory Road, Hickory, NC 28601, and;

#### **WITNESSETH:**

**WHEREAS**, Jeffrey A. Roberts and wife, Stephanie H. Roberts own a tract of real property located in Bandys Township, Catawba County, North Carolina, and more particularly described in a deed recorded in Deed Book 2891 at Page 1021, Catawba County Registry; and

**WHEREAS**, the County owns a tract of real property located in Bandys Township, North Carolina, and more particularly described in Deed Book 1568 at Page 890, Catawba County Registry; and

**WHEREAS**, Jeffrey A. Roberts and wife, Stephanie H. Roberts desire to have access to their property located at 6775 Bakers Mountain Road, Hickory, NC 28602 and described in the deed book and page mentioned above and has requested the County grant a certain easement over and across the County property to attain said access; and

**WHEREAS**, the County has requested that Jeffrey A. Roberts and wife, Stephanie H. Roberts grant to the



County certain easements over the Roberts' property to provide access and utility service; and

**WHEREAS**, the County and Jeffrey A. Roberts and wife, Stephanie H. Roberts have agreed to grant the easements on the terms and conditions hereinafter set forth.

**NOW THEREFORE**, in consideration of the mutual easements and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Easement Granted by County:** The County does hereby grant, bargain, sell and convey unto Jeffrey A. Roberts and wife, Stephanie H. Roberts, their successors and assigns, a nonexclusive and perpetual right and easement of ingress, egress and regress to their real property located at 6775 Bakers Mountain Road, Hickory, NC 28602 and described in Deed Book 2891 at Page 1021, Catawba County Registry over and across the County property through the use of a road existing on the County property known as Bakers Mountain Road, and further described as thirty (30) feet, more or less, north of the northern property line of Jeffrey A. Roberts and wife, Stephanie H. Roberts as described in said deed, and more particularly described and shown on a map attached hereto as Exhibit A.
2. **Easement Granted by Jeffrey A. Roberts and wife, Stephanie H. Roberts:** Jeffrey A. Roberts and wife, Stephanie H. Roberts do hereby grant, bargain, sell and convey unto the County, its successors and assigns, the following nonexclusive and perpetual right and easements over, under, through, across, along and upon a portion of the Roberts' property for the benefit of and as an appurtenance to the County property and more particularly described as follows:
  - a. An access easement of twenty (20) feet in width leading from the northwestern corner of the Roberts' property as described in Deed Book 2891, Page 1021, Catawba County Registry, said easement lying twenty (20) feet south of the Roberts' northern boundary line as described in the above-referenced deed, and continuing to where the Roberts property abuts the Everette A. Houston property as described in Deed Book 540 at Page 94, Catawba County Registry.
  - b. An easement twenty (20) feet in width leading from the northwestern corner of the Roberts' property as described in the above-referenced deed to where the Roberts' property abuts the Everette A. Houston property referenced above for the installation and maintenance of any and all future water, sewer and utility needs including, but not limited to, the construction, installation and maintenance of water lines, sewer lines, cable television, telephone and fiber optic cable lines, and electric utility lines. A map further describing said easement is attached hereto as Exhibit A.
3. **Obligations of the Roberts:** Jeffrey A. Roberts and Stephanie H. Roberts agree to maintain the water, sewer and utility easement granted to the County hereinabove and

agree that any repair to be done to the said easement shall be performed by Jeffrey A. Roberts and Stephanie H. Roberts in a reasonable and timely manner.

4. **Subdivision Provision:** It is agreed that this easement is not an instrument that grants Jeffrey A. Roberts and wife, Stephanie H. Roberts the right to subdivide their above-referenced property.
5. **Notices:** Any notice sent pursuant to the Easement Agreement shall be sent via first class mail with appropriate postage attached to the following:

County: J. Thomas Lundy  
Catawba County Manager  
Post Office Box 389  
Newton, NC 28658

Roberts: Mr. & Mrs. Jeffrey A. Roberts  
1015 Cape Hickory Road  
Hickory, NC 28601

6. **Indemnification by Roberts:** Jeffrey A. Roberts and Stephanie H. Roberts agree to indemnify and hold County harmless from and against any claims, actions, damages, liability and expense in connection with loss of life, bodily injury, personal injury and damage to property occurring on, in, or about, or arising out of the use of the easements granted to the County herein, wholly or in part by any act or omission of Jeffrey A. Roberts and Stephanie H. Roberts, their employees, guests or agents.
7. **Indemnification by County:** County agrees to indemnify and hold Jeffrey A. Roberts and Stephanie H. Roberts harmless from and against any claims, actions, damages, liability and expense in connection with loss of life, bodily injury, personal injury and damage to property occurring on, in or about, or arising out of the use of the easement granted to Jeffrey A. Roberts and Stephanie H. Roberts herein, wholly or in part by any act or omission of the County, its employees, guests or agents.
8. **Appurtenance; Binding Effect:** The terms of this Easement Agreement, both the benefits and burdens, shall run with the land and shall be binding on the County, Jeffrey A. Roberts and Stephanie H. Roberts, and their respective heirs, successors and assigns.
9. **Execution in Counterparts:** This Easement Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original.
10. **Governing law:** This Easement Agreement is governed by and shall be construed in accordance with the laws of the state of North Carolina.

**IN WITNESS WHEREOF,** the parties hereunto set their hands on the day and year first above written.

C. Emergency Services:

Emergency Services Director Bryan Blanton presented a request for the Board to issue a Pyrotechnic Permit to Mr. Jeff Hale of Hale Artificier, Inc. The permit is for a fireworks display to be conducted on June 9, 2012, at approximately 9:30 p.m., at 3791 Club House Drive in Conover, North Carolina. This display is part of a wedding event at Rock Barn Golf and Spa. Mr. Dustin Ledford will be the operator for this event and has received an "Outdoor Pyrotechnics Display Operators Permit" through the North Carolina Department of Insurance, Office of State Fire Marshal. Based on the application, all statutory requirements have been or will be met. If, at any time, any requirement of the permit is not satisfied, the County Fire and Rescue Division will immediately revoke the permit. Vice-Chair Lail made a motion to issue the requested permit. The motion carried unanimously.

11. Other Items of Business: Chair Barnes noted Catawba County had been recognized as No.1 in recycling in the State and NC Department of Environment and Natural Resources Secretary Dee Freeman had been present to celebrate the achievement at a ceremony at the EcoComplex.
12. Attorney's Report: None.
13. Manager's Report. County Manager J. Thomas Lundy introduced Mattie Stevens, a Masters in Public Administration student from the University of North Carolina at Chapel Hill, who will intern in the County Manager's Office for ten weeks this summer.
14. Reinventing: Effective June 1, 2012:  
Section II F of the 2011-2012 Budget Ordinance states: "Reinventing Departments may create or abolish positions which impact the outcomes approved by the Board of Commissioners and within available revenues, upon summary approval of the Board of Commissioners. Approval will come at the next regularly scheduled Board of Commissioners' meeting and will be attached and approved as part of the minutes."

Under this provision of the Budget Ordinance, I intend to reinstate the ICMA Fellow position in the County Manager's budget.

ICMA Local Government Management Fellow (1)

The ICMA Fellowship program places the best and the brightest recent MPA graduates into local governments as a way to jumpstart their careers, while at the same time providing tremendous value to the hiring organizations. Fellows gain experience through performing high-level analytical work and completing departmental projects that expose them to various facets of local government. This position, which is part of an organizational succession planning strategy, is funded by County Manager reinventing dollars.

15. Adjournment. The meeting adjourned at 7:38 p.m.

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Katherine W. Barnes, Chair  
Catawba County Board of Commissioners

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Barbara E. Morris  
County Clerk